



TOWN OF HOPEDALE

FIRE CHIEF CONTRACT



This agreement made effective July 1, 2022 by and between the Hopedale Board of Selectmen, hereinafter referred to as the "Board", and Thomas M. Daige hereinafter referred to as the "Fire Chief". In consideration of all promises herein contained, the parties hereto mutually agree as follows and the Town agrees to seek and provide all funds necessary to maintain this contract.

Article 1: EMPLOYMENT

The Board hereby agrees to employ Thomas M. Daige as the Fire Chief for the Town of Hopedale. Thomas Daige agrees to accept that employment, subject to terms and conditions of this agreement.

Article 2: TERM

The Fire Chief shall be employed under the terms of this contract commencing on July 1, 2022 and ending June 30th, 2026. However, this contract may extend as provided by its terms.

The parties agree that if a successor employment contract has not been reached by March 31, 2026, this agreement shall extend through September 30, 2026, unless the Board has provided the Fire Chief with a written notification on or before March 30, 2026 that it does not intend to re-appoint him to the position of Fire Chief.

Article 3: TERMINATION

It is agreed that the Fire Chief can be disciplined or discharged only for Just Cause, upon proper notice and only after a hearing at which the Fire Chief shall have the right to be represented by counsel. The Fire Chief shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as in open public hearing. The principle of progressive discipline will apply.

Notwithstanding the provisions set forth in the above paragraph, Article #3, Section a., nothing in this contract shall affect the Board's right to terminate the Fire Chief for Just Cause, at any time after his appointment after a Just Cause hearing.

Article 4: DUTIES

The Administrative control of the Fire Department for the Town shall be the responsibility of the Fire Chief.

Article 5: HOURS OF WORK

The Fire Chief shall devote the amount of time and energy which is reasonably necessary for the Fire Chief to faithfully perform the duties of Fire Chief. The Fire Chief's work week shall consist of forty (40) hours, Monday through Friday day shift.

It is recognized that the Fire Chief must devote a great deal of time to his duties. The Chief shall be allowed to take compensatory time off during normal office hours as long as doing so does not adversely impact department operations.

The Fire Chief shall perform faithfully, to the best of his ability, the duties of Fire Chief of the Fire Department and those duties are set forth in the Massachusetts General Laws and the By-Laws of the Town of Hopedale and in the job description established by the Town.

The Fire Chief will be the administrative head of the Fire Department

Article 6: BENEFITS

The Fire Chief shall be entitled to all benefits currently available to full time employees of the Town of Hopedale in accordance with the Town of Hopedale Personnel By-Law.

Article 7: SPECIAL STIPENDS & COMPENSATION

- The Fire Chief shall receive an annual Paramedic Stipend for each year of the contract, payment to be made in July as follows: FY22: \$7,000.00, FY23: \$7,500.00, FY24: \$8,000.00, FY25 & FY26: \$8,500.00.
- The Fire Chief will receive an annual Emergency Manager stipend of \$5,000.00 for each year of the contract. Payment to be made in July.
- The Fire Chief shall receive an annual clothing allowance of \$1,000.00 for each year of the contract.
- The Town shall pay the Fire Chief's dues (\$400.00/Annually) to belong to the Fire Chief's Association of Massachusetts (FCAM).
- The Town shall pay the Fire Chief's dues (\$175.00/Annually) to belong to the National Fire Protection Association (NFPA).
- The Town shall pay the monthly fee (approximately \$80.00/Month) for the Fire Chief's cell phone.
- The Town shall reimburse the Fire Chief, no more than \$1,000.00 annually to attend educational conferences and/or seminars pertaining directly to the Fire and EMS services.
- The Fire Chief shall be entitled to all details provided all career (including the Deputy Chief) and Call Firefighters have refused said detail. Detail rate shall be the Fire Chief's overtime hourly rate.

Article 8: VEHICLE ALLOWANCE

The cost associated with the operation of the fire vehicle and its equipment are those of the Town along with all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Fire Chief in connection with the performances of his duties as well as for his professional growth and development. The vehicle may be used for personal reasons, as the Fire Chief is "on-call" in the event of an emergency, except that out of state travel must be pre-approved by the Board.

Article 9: RELATIONSHIP BETWEEN THE BOARD AND THE FIRE CHIEF

The Fire Chief shall report to the Chairman of the Board of Selectman through the Town Coordinator for the day-to-day operation of the Fire Department. The Board of Selectman shall meet with the Fire Chief as required, but at least once annually, for the purpose of discussing the Fire Department budget and or the needs of the Fire Chief.

Article 10: PERFORMANCE:

The Fire Chief shall fulfill all aspects of this Contract. Any exceptions thereto shall be by mutual agreement between the Fire Chief and the Board and shall be reduced to writing.

Article 11: SALARY

Effective July 1, 2022, the Fire Chief shall be compensated at the following rates paid on biweekly schedule of all employees:

| | | |
|-----------|--------------------------------------|-------------------|
| • FY 2022 | \$89,935.45 Annually (2.5% Increase) | \$1,722.90 Weekly |
| • FY 2023 | \$92,183.84 Annually (2.5% increase) | \$1,765.97 Weekly |
| • FY 2024 | \$94,488.44 Annually (2.5% Increase) | \$1,810.12 Weekly |
| • FY 2025 | \$96,850.65 Annually (2.5% Increase) | \$1,855.38 Weekly |
| • FY 2026 | \$99,372.81 Annually (2.5% increase) | \$1,903.69 Weekly |

The Chief and the Board of Selectmen shall meet at least thirty days prior to his anniversary for the purpose of an evaluation. Said evaluation shall be completed and compensation set by the Board prior to the thirtieth day of June each calendar year.

Article 12: EDUCATION

The Town agrees to reimburse the Fire Chief for tuition and books or other material's needed for furthering his education, in a field relevant to his job duties for the Town of Hopedale, and provided the Fire Chief maintains a Grade of B in each class taken at an approved accredited institution.

The Town shall reimburse the Chief up to \$2,000.00 for travel/housing costs to attend out of state seminars and conferences.

Article 13: LONGEVITY

The Fire Chief shall be entitled to longevity as follows: Twenty-five (25) Years of Service - \$3,000.00 and \$200.00 each year of service thereafter. Payments will be made on the anniversary of his date of hire.

Article 14: HOLIDAYS

The following days shall be considered holidays; New Year's Day, Martin Luther King, President's Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving & Christmas Day.

Article 15: VACATION

The Fire Chief shall receive thirty (30) vacation days with pay annually. Vacation time shall not accrue from one year to another.

Article 16: PERSONAL DAYS

The Fire Chief shall receive three (3) personal days during each fiscal year of this contract. Personal Days may not be used to extend vacation or holiday. Personal Days may not be carried forward from one fiscal year to the next.

Article 17: FUNERAL LEAVE

In the event of a death in the Fire Chief's family, the Town will grant reasonable time off without loss of normal compensation for all scheduled work days falling within the three (3) day period next following the date of death in the immediate family. Immediate family being wife, children, parents, sister, brother, parents or parents-in-law. For other members of the Fire Chief's family, grandparents, grandchildren, aunts or uncles, one (1) day without loss of pay will be granted if the funeral is held on a scheduled workday. More time in individual cases due to unusual circumstances or for persons other than those listed above, shall be granted subject to the discretion of the Board.

Article 18: INDEMNIFICATION

To the extent permitted by law, the Town agrees that they shall defend, save harmless and indemnify the Fire Chief against any tort, professional liability claim or demand and or civil actions, arising out of an alleged act or omission occurring in the performance of the Fire Chief's duties as Fire Chief of the Town of Hopedale.

Article 19: DEATH DURING TERM OF EMPLOYMENT

If the Fire Chief dies during the term of his employment, the Town shall pay to the Fire Chief's estate all the compensation which would otherwise be payable to the Fire Chief up to the date of the Fire Chief's death, including but not limited to, unused vacation, holiday and compensatory time.

Article 20: SICK LEAVE

The Fire Chief shall accumulate sick days, which will accrue at the rate of one (1) day per month of actual time worked. A maximum accumulation will be one hundred twenty (120) days. Days may be used to attend the illness of immediate family members, consisting of spouse, parent or child. When more than three (3) consecutive sick days are taken due to illness, a doctor's note or release may be required at the discretion of the Board.

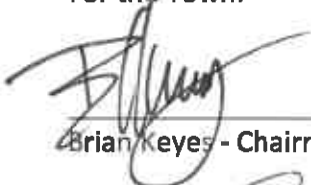
Article 21: GOVERNING LAW

This Agreement shall be governed by and construed pursuant to the laws of the Commonwealth of Massachusetts.

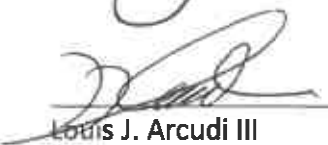
Article 22: APPROPRIATION

The terms of this agreement shall be subject to annual appropriation by Town Meeting. IN WITNESS THERETO, the parties have hereunto signed and sealed this agreement and a duplicate thereof this _____ day of _____ 2021.

For the Town:



Brian Keyes - Chairman BOS



Louis J. Arcudi III

For the Fire Chief:



Thomas M. Daige – Fire Chief

Vacant

Filed with the Town Clerk this 3rd day of May 2021.



Lisa Marie Pedron
Town Clerk

